

AN ORDINANCE of the Common Council fixing, establishing and ratifying compensation for certain City employees of the City of Fort Wayne, Indiana, represented by the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS LOCAL LODGE #2569.

WHEREAS, this Council is required to approve all collective bargaining decisions with regard to annual pay and monetary fringe benefits; and

WHEREAS, such compensation for employees of the City of Fort Wayne, Indiana, represented by the International Association of Machinists and Aerospace Workers Local Lodge #2569 has been arrived at pursuant to an agreement reached by and between the City and the International Association of Machinists and Aerospace Workers Local Lodge #2569 in accordance with collective bargaining as authorized and envisioned by the City's salary ordinances (two copies of said agreement are on file in the Clerk's Office and available for public inspection); and

WHEREAS, said agreement is for three (3) years, but pursuant to Indiana law, the compensation provided for therein must be annually ratified; and

WHEREAS, the Common Council desires to express its approval of the agreement and the compensation package for the year 1993; and

WHEREAS, this ordinance is necessary to ratify, fix and establish such compensation for said employees of the City of Fort Wayne, Indiana, represented by the International Association of Machinists and Aerospace Workers Local Lodge #2569 for the year 1993.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

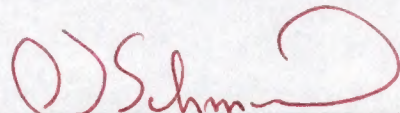
SECTION 1. The 1993-1995 Agreement by the Between the International Association of Machinists and Aerospace Workers Local Lodge #2569 and the City of Fort



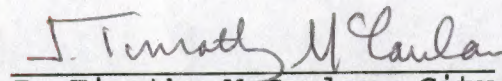
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Wayne, two copies of which are on file in the Office of the City Clerk and available for public inspection, is hereby approved and ratified in all respects, including the compensation package for the year 1993.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and any and all necessary approvals by the Mayor.

  
Council Member

APPROVED AS TO FORM  
AND LEGALITY

  
J. Timothy McCaulay, City Attorney

FOUR STAR BOND  
SOUTHWORTH CO. U.S.A.  
25% COTTON FIBER

Read the first time in full and on motion by Delmuth, seconded by \_\_\_\_\_, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Common Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on Tuesday, the 23rd, day of March, 1993, at 7:00 o'clock P. M., E.S.T.

DATED: 3-9-93

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Delmuth, seconded by \_\_\_\_\_, and duly adopted, placed on its passage. PASSED ~~POST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>6</u>	<u>1</u>	<u>1</u>	<u>1</u>
BRADBURY				<u>✓</u>
EDMONDS	<u>✓</u>			
GiaQUINTA	<u>✓</u>			
HENRY	<u>✓</u>			
LONG			<u>✓</u>	
LUNSEY	<u>✓</u>			
RAVINE	<u>✓</u>			
SCHMIDT		<u>✓</u>		
TALARICO	<u>✓</u>			

DATED: 3-23-93

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING) ORDINANCE RESOLUTION NO. 1-23-93 on the 23rd day of March, 1993

ATTEST:

(SEAL)

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Mark P. GiaQuinta  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 24th day of March, 1993, at the hour of 11:30 o'clock A. M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 26th day of March, 1993, at the hour of 3:00 o'clock P. M., E.S.T.

PAUL HELMKE  
PAUL HELMKE, MAYOR

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AND AEROSPACE WORKERS LOCAL LODGE 2569

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#### **PREAMBLE**

This Agreement is made and entered into on this 1st day of January, 1993, by and between the City of Fort Wayne, Indiana, hereinafter referred to as the Employer, and Local Lodge 2569, International Association of Machinists and Aerospace Workers, hereinafter referred to as the Union.

#### **WITNESSETH**

It is agreed by and between the parties hereto that the following, including attached supplements, shall constitute and be the entire Agreement between the parties hereto in respect to rates of pay, hours of work, and other conditions of employment for and during the term of this Agreement, and neither party shall be required to negotiate with the other during the term of this Agreement on any bargainable issues or subjects except as may be herein specifically provided, and all rights and obligations created or incurred under and by virtue of the provisions of this Agreement shall terminate with the termination of this Agreement.

#### **ARTICLE I - PURPOSE**

The purpose of this Agreement is to provide a procedure for orderly collective bargaining between the parties, to secure prompt and fair disposition of grievances or complaints, to set forth the basic principles concerning wages, hours and working conditions, and to establish a basis for the cooperative solution of industrial



relations problems by responsible parties, to the end that a spirit of peace and cooperation be maintained.

## ARTICLE II - RECOGNITION

Section 1. The Employer hereby recognizes the Union as the exclusive representative of: All service, maintenance, professional, technical, office and clerical employees of the Civil City and City Utilities; all service, maintenance, professional, and civilian employees of the Police and Fire Departments; and all Park Security and clerical employees of the Park Department excluding "Confidential" and "Supervisory" employees as determined by City Ordinance G-16-92, a copy of which is attached hereto as Addendum "A." Employees designated as "Professional" shall remain in the Unit unless a majority of those so designated elect to do otherwise in accordance with City Ordinance G-16-92. Nothing in this section shall require the Employer to recognize the Union as the exclusive representative of any current employees of the City or the City Utilities who are not members of the bargaining unit as of the effective date of this Agreement.

Section 2. Employees excluded from recognition by the IAM shall include 1) those specifically covered by other labor agreements particularly: The International Union of Operating Engineers; Chauffeurs, Teamsters and Helpers Local Union No. 414; International Brotherhood of Firemen and Oilers; Office and Professional Employees International Union; International Association of Fire Fighters; Patrolmen's Benevolent Association;

Fraternal Order of Police; International Brotherhood of Electrical Workers, 2) those employees working in the Mayor's Office, Public Information/Affairs, Citizen's Advocate, Personnel, Labor Relations, and Payroll Departments.

Section 3. Should a commonality of work exist between positions currently recognized within the bargaining unit, and any newly created positions, said "new" position shall become a part of the bargaining unit. If no commonality exists between newly created positions and those currently recognized as IAM positions, those positions may enter the bargaining unit pursuant to the City's Collective Bargaining Ordinance.

### ARTICLE III - COVERAGE

Section 1. The provisions of this Agreement shall be binding upon the City of Fort Wayne, Indiana, and its successors, assigns, and/or future assignees; and shall be unaffected by any reorganization, reclassification, merger, or other change in the legal status of the City of Fort Wayne, Indiana, or in any governmental unit presently a unit of the City of Fort Wayne, Indiana; and all terms and obligations herein contained shall be unaffected by any sale, transfer, or assignment of property owned, leased, managed, or controlled by the City of Fort Wayne, Indiana; and all terms and obligations herein contained shall be unaffected by legislation subsequent to the effective date of this Agreement respecting the capacity to contract of the City of Fort Wayne, Indiana, and/or any executive department thereof.

Section 2. The provisions of this Agreement shall be applicable to all programs, projects, services, and/or activities undertaken by any Executive Department of the City of Fort Wayne, Indiana, subsequent to the execution of this Agreement; the provisions of this Agreement shall also be applicable to any program, project, service, or activity presently being performed by any Executive Department of the City of Fort Wayne, Indiana, which subsequent to the execution of this Agreement, is delegated to a private party and/or any governmental unit by ordinance or by contract between the City of Fort Wayne, Indiana, and a private party, and/or governmental unit.

#### **ARTICLE IV - MANAGEMENT RIGHTS**

Section 1. Recognition of Management: The Union hereby recognizes the Employer as having the sole right to direction of the working forces, including but not limited to the right to determine the work to be performed by employees: to employ, promote, demote, transfer, lay off, discipline, suspend or discharge for cause; to assign work and the number of hours to be worked, including overtime work; to increase and decrease the working force, to establish standards and methods, to subcontract work, transfer work or otherwise perform work as required by the demands to maintain the efficiency of public operations. The Employer, in exercising the rights set forth herein, recognizes that certain express conditions of employment are set forth in this Agreement which limit and restrict these defined Employer rights.



Therefore, the Employer agrees that in exercising the rights herein, nothing shall be construed, or applied, in any manner which negates, modifies, or supersedes the rights of employees, or the Union, where such rights are expressly set forth in this Agreement.

Section 2. Rules and Regulations: The Union recognizes that the Employer reserves the right to establish rules and/or change existing rules affecting working conditions. It is agreed that all such rules shall be reasonable in content and application. Disputes arising therefrom shall be subject to the grievance procedure, either upon promulgation or application of the rule in dispute. The Union will be furnished a copy of any new or revised rules affecting bargaining unit employees at least fifteen (15) working days in advance of the effective date, which copy shall be delivered to the Union President or the Chairperson of the committee established in Article VI. Section 2.

#### **ARTICLE V - UNION SECURITY AND MEMBERSHIP**

Section 1. Union Membership: Consistent with the applicable provisions of this Agreement, the Employer shall have the right to employ whomsoever it determines is qualified for job vacancies which become open during the life of this Agreement.

As a condition of continued employment, all employees whose job classification is included within the recognized unit description outlined in Article II of this Agreement shall either become a member of this Union and pay dues thereto or, in lieu thereof, shall pay an amount equal to the Union's initiation fee

and shall thereafter pay to the Union each month, either directly or through payroll deduction, an amount equal to the regular monthly dues and fees in effect for other employees in the bargaining unit who are members of the Union. Employees entering the bargaining unit shall begin such on the first day following completion of their probationary period, which shall be the employee's 91st day of employment.

Each member of the bargaining unit covered by this Agreement who has not become a member of the Union, or in lieu thereof has not tendered the equivalent of Union dues as provided above, within seven (7) days following the first day of the month following the effective date of this Agreement, or the first day of the month following the completion of their respective probationary period, shall be notified by the Union by certified mail, with a copy to the Director of Labor Relations, that failure to pay either dues or Agency shop fees within ten (10) days following receipt of such notice shall result in termination of employment.

If certified mail has been sent to last known address furnished to Union and has been returned because of failure of person to accept by signing for or whatever reason, this shall still constitute proper notification and City will proceed with its obligations under the contract. The Employer shall, within three (3) working days after receipt of notice by certified mail from the Secretary-Treasurer of the Union, discharge any member of the recognized bargaining unit who fails to maintain good standing as required by the preceding paragraph.

No member of the bargaining unit covered by this Agreement whose employment is terminated because of any provision of this Article, or the Union, shall have any claim for loss of time, wages, or any other damages against the employer because of agreeing to this Article of this Agreement.

The employer will accept a signed Dues Deduction Authorization, or Agency Fee Deduction Authorization, by any member of the bargaining unit covered by this Agreement as equivalent to a continuing voucher by such member of the bargaining unit in the amount of monthly dues, or fees, to the Union (certified by the Secretary-Treasurer of the Local Lodge as the proper amount) and such authorization shall remain in effect for the duration of this Agreement. However, any such Authorization may be revoked by an employee on a sixty (60) day written notice by certified mail to the employer with a copy being sent to the Union. The parties recognize that the employees represented by the Union have accepted the sixty (60) day period referred to herein by execution of dues deduction authorization cards.

Deduction of union dues shall be made on the first payday of the month following the month in which the authorization was received and monthly thereafter on the first payday of the month. Deductions provided herein shall be remitted to the Secretary-Treasurer of the Union no later than the twentieth (20th) day of the month in which the deductions were made and shall include all deductions made in that month. The Employer shall furnish, with the deductions remitted, an alphabetized listing of



each employee for whom a deduction is made showing the exact amount of each respective deduction made. The Employer shall also inform the Secretary-Treasurer why a deduction was not made for any employee whom the Union had been receiving deductions from.

#### ARTICLE VI - UNION REPRESENTATION

Section 1. Upon prior notice to the Director of Labor Relations or his designated representative, authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to. It is expressly agreed that the Employer is hereby released from any and all liability for an injury to such agent, occurring while he is on the premises of the Employer.

Section 2. The Employer will recognize five (5) committee members, one (1) of whom shall be designated as chairman of the committee. No deduction in wages shall be made against a member of the Union committee, steward, nor any employee for necessary time consumed in conferences with representatives of the Employer in connection with legitimate collective bargaining business, or grievance handling, or for reasonable approved time spent investigating potential grievances or problems which could prevent disruptions of harmonious relationships desired by both Management and the Union between employees and Union officials, provided however, that no more than two committee members from the same department may be excused from regularly scheduled worktime for

processing any one grievance through the arbitration of said grievance. Conferences for the handling of such business shall be held during normal day shift business hours of the Employer. The Employer will accommodate the Union in respect to reasonable shift changes which will permit employees to process grievances during duty time, but will not assume any overtime liability for grievance handling.

Section 3. Accredited representatives of the Union shall be chosen from its members who are employed by the Employer. For the purpose of this paragraph, "Employee" is defined as a person who is in the bargaining unit.

The Employer will recognize stewards in each department on each shift as designated by the Union upon notification to the Employer in writing. The Union agrees that when possible, a steward will represent more than one department. Union representatives shall be afforded such reasonable time as necessary to carry out their responsibilities as defined by this Article. Any steward or Union official who finds it necessary to leave their work station to transact legitimate business may do so after so notifying their supervisor, subject to the limitations set forth in Section 2. If necessary to go into another department, the steward will notify the supervisor of that department that they are in the department on legitimate business. The Union agrees to make every effort, in the processing of grievance matters, to minimize interference with production and the orderly operation of the Employer and to conduct themselves in a professional manner.

Section 4. The Employer agrees that Union employees who file a grievance with the Employer will not be questioned in respect thereto without advising the Employee in the presence of a recognized steward of his right to Union representation.

Section 5. Nothing in this Article shall be construed as the right to deny the International Representative or Business Representative the privilege of processing a grievance on behalf of a unit employee, or to participate in a grievance meeting conducted in accordance with the grievance procedure.

Section 6. The Union shall be free to withdraw a grievance at any step of the grievance procedure without prejudice.

Section 7. Employees in the unit will not be given a disciplinary layoff or be discharged, without first being given the opportunity for a fair and impartial hearing with the Director of Labor Relations, or at his discretion his designated representative. Such employee shall be afforded the right to be accompanied and represented by two members of the Union Committee, his or her steward and/or full-time representative(s) of the Union during said hearing. Such hearing shall be held within ten (10) working days of the occurrence of the matter which necessitated the hearing and the decision rendered within ten (10) working days following the hearing, unless the City and/or Union needs more time for investigation, before or after the hearing, and requests an extension which should be mutually agreed to by both Management and the Union. Furthermore, the Union will be furnished with a list of charges, in writing, at least three (3) working days prior to the



hearing so that proper investigation and representation can be afforded the employee.

Section 8. Designated Union representatives, in exercising their collective bargaining rights as set forth in this Agreement, shall have the right to carry out their collective bargaining responsibilities within the bargaining unit without fear of reprisal, intimidation, coercion, harassment, or discrimination for so serving. In this regard, complaints filed by the Union which allege violations of this Section shall be immediately and impartially investigated by a representative of the Employer who has no connection with the official involved in the complaint. Where such investigations reveal there is reason to believe the Union representative's rights have been violated, the Employer will take necessary corrective action.

Section 9. The City shall grant the Union a "Time Bank" of 800 hours to be used at the Union's discretion annually. Said time bank shall not be carried over from year to year.

#### **ARTICLE VII - GRIEVANCE AND ARBITRATION**

Section 1. Grievance Defined: A grievance shall mean, and be limited to, a difference of opinion between the Employer and the employee or employees, or the Union, concerning the Employer's compliance with a specific provision or provisions of this Agreement or concerning discipline or discharge. When a grievance arises, an earnest effort shall be made to settle such differences

promptly in accordance with the grievance procedure hereinafter prescribed.

Section 2. Grievance Limitations: If more than one employee has the same grievance, only two (2) such aggrieved employees representing all aggrieved employees, as selected by the Union, shall proceed through Step 1 of the grievance procedure set forth in this Article. The parties hereto, in processing a grievance, reserve the right, upon mutual agreement, to eliminate any of Steps 1 through 3 of the grievance procedure set forth in this Article. A grievance must be filed within ten (10) working days following the knowledge of the employee of the Employer's action which gave rise to the alleged grievance, but not more than thirty (30) days following the action.

Section 3. Grievance Procedure: The grievance procedure shall be as follows:

Step 1. The grievance shall be written and presented by the aggrieved employee and/or Union representative to the Department Head responsible for the action which caused the grievance. The Department Head must give his/her written answer within three (3) working days, weekends and holidays excluded.

Step 2. If no satisfactory settlement is reached on Step 1 within three (3) working days, the grievance shall be in writing and advanced to Step 2 by the Union representative who will discuss the grievance with the Division head. Within three (3) working days the Division head shall give his written answer.

Step 3. If no satisfactory settlement is reached in Step 2, the Union shall forward the grievance within seven and one-half (7-1/2) working days to the Director of Labor Relations. The Director of Labor Relations will arrange to meet with the Union Committee within seven and one-half (7-1/2) working days after receipt of such grievance. Within seven and one-half (7-1/2) working days following, the Director of Labor Relations will render his decision, incorporating the detailed position of the Employer in respect to the grievance.

Step 4. If the above procedure has been followed and the parties are still unable to settle the grievance, the Union shall, within thirty (30) days following receipt of the Employer's third step answer, notify the Employer of the Union's intent to arbitrate the dispute. Upon receipt of such notification, the Employer and the Union shall request a panel of arbitrators from the Federal Mediation & Conciliation Service.

The arbitrator shall not have the authority to alter, amend or change the terms or provisions of this agreement, and their decision shall be limited to the particular grievance in question. The arbitration decision shall be final and binding on the parties, and failure to implement or accept the arbitrator's decision shall be subject to litigation for which the party found guilty of failure to implement or accept the arbitrator's award shall be liable for any cost of litigation or other damages, suffered by the other party due to the failure of the award to be implemented or accepted.



The Union and the Employer shall equally share the fee of the arbitrator, including any mutually agreed upon services relating to the arbitration proceedings.

Section 4. Time Limitations: All time limits prescribed herein may be extended by mutual agreement of the parties. Failure of the Employer to respond within the time limits shall constitute a basis for escalating the grievance to the next step. Failure of the Union or employees to process the grievance to the next step within the time limits shall constitute a basis for the Employer denying the grievance.

#### ARTICLE VIII - SENIORITY

Section 1. "Seniority" Defined: "Seniority," as the term is used in this Agreement, means the total length of continuous employment of a seniority employee within the Bargaining Unit, from the most recent hiring date. "Hiring Date" as used herein, means the first day for which a seniority employee received pay. The Employer shall furnish the Union every three (3) months with an accurate seniority list of all employees in the bargaining unit, and every three months with an accurate list of all employees of the Employer; cost to be borne by the Union.

If more than one employee has the same hiring date, order of seniority shall be determined by the last four (4) digits of the employee's Social Security Number, that is, the Employee with the lowest number shall have preference.

Section 2. "Seniority Employee" Defined: "Seniority Employee," as the term is used in this Agreement, shall mean an Employee having completed ninety (90) calendar days of employment. For employees in the Communications and Officers in Animal Control Departments, the term "Seniority Employee," as used in this Agreement, shall mean an Employee having completed one hundred eighty (180) calendar days of employment.

Section 3. Probation: Each new employee shall be considered on a probationary basis for ninety (90) calendar days, except employees in the Communications and Officers in Animal Control Departments, who shall serve a probationary period of one hundred eighty (180) days. During this period, retention of the employees shall be entirely at the discretion of the Employer and not subject to review under the grievance procedure. If retained after such period, such employee shall be entitled to the seniority rights herein set forth. Employees who transfer into the bargaining unit shall serve a probationary period equal in length to the trial period as defined in Article IX.

Section 4. Administration of Seniority: In administering this Agreement, the principle of seniority shall be the determining factor in effecting layoffs, recalls, promotion, demotions, and in respect to other working conditions unless otherwise specifically stated in this Agreement.

An employee who transfers to a job outside the bargaining unit shall retain but not accumulate seniority during the time of such transfer. In the event such employee returns to the bargaining

unit, he/she shall be entitled to whatever rights and privileges such retained seniority entitles him/her to without prejudice. It is recognized that the Employer has the right to assign work to its employees, and seniority shall not, nor shall anything contained in this Agreement, be construed to restrict the Employer in requiring an employee in one classification from doing any work temporarily in any other classification, although employees may usually expect their work assignments to be in keeping with their regular job classification.

However, it is expressly agreed and understood that the Employer in exercising the rights set forth herein shall not do so to the extent that the employees within the classification to which the assignment is made, would be adversely affected. Adversely affected as used in this context, is intended to include but not be limited to layoff, recall, assignment of overtime and the temporary misassignment of an employee to work within a classification where employees regularly holding the classification are reasonably available to do the work.

Section 5. Termination of Seniority: Seniority shall terminate and with it the employment of the employee by the Employer upon the occurrence of any of the following:

- (A) The Employee quits.
- (B) The Employee retires.
- (C) The Employee is discharged.
- (D) The Employee is laid off for a period of more than eighteen (18) months.

- (E) The Employee is absent for more than three (3) days without his supervisor being advised, except for good and sufficient cause.
- (F) The Employee fails to respond to a notification to return to work within five (5) days after such notice of recall is given by the Employer, by registered or certified mail to his last address according to the Employer's records.
- (G) The Employee has final settlement for total disability.
- (H) The Employee misrepresents the reason for a leave of absence or secures employment while on a leave of absence other than specifically provided for in the terms of this agreement or doesn't return from a leave at the expiration of the leave period, except where reason is for good and sufficient cause.
- (I) The Employee is absent because of sickness or injury or similar cause beyond that specified in the Sick Leave Policy, such as misrepresentation of his or her sick leave.

#### **ARTICLE IX - TRANSFERS AND PROMOTIONS**

**Section 1. Job Vacancies:** Subject to the provisions of this Agreement, and in accordance with the following procedure, an employee with the minimum qualifications and greatest seniority shall be given preference in filling job vacancies.

A. All job vacancies, except vacancies pursuant to Sections 3 and 4 of this Article shall be posted for bid in all departments

of the Bargaining Unit for five (5) working days. Once a position has been vacated by an Employee, and the vacated position posted, the posting shall be good for only three (3) calendar months. If a position has not been filled by the Employer within three (3) months from date of expiration, then the job vacancy must be posted after the three (3) month expiration.

B. Employees shall have the right to bid on all posted job vacancies with first consideration being given to bidding employees who already work in the department where such vacancy exists. An be transferred to the job awarded within fifteen (15) working days from the date of the expiration of the posted notice, or such other period of time agreed to by the Employer, the Union and the transferred employee.

C. If no bidding employee within the department meets the minimum qualifications, then bidding employees from other departments within the bargaining unit shall be considered for the job vacancy. In the event no bargaining unit employee submits a bid notice with resume for the vacancy, and there are no qualified bargaining unit employees as defined above interested in the job vacancy, the Employer may hire a new employee for such job. Employees who do not bid shall have no cause for a grievance. An employee awarded a new job shall be transferred to the job awarded within fifteen (15) working days from the date of the expiration of the posted notice, or such other period of time agreed to by the Employer, the Union and the transferred employee. Employees assigned or

transferred pursuant to this procedure or Sections 3 or 5 shall be given a trial period of thirty (30) working days to prove capabilities. Both the Employer and the Union Member shall have the same thirty (30) working days for either self-disqualification or disqualification by the Employer.

1. Employees accepting jobs in either the Communications or Officers of the Animal Control Departments shall be given sixty (60) calendar days trial period. If the trial period exceeds sixty (60) calendar days, the employee shall remain on the job for one hundred twenty (120) calendar days in order to prove capability.

2. During trial period, employees may disqualify themselves at the end of thirty (30) working days (60 days in either Communications or Animal Control Departments) and return to previous job.

D. Employees awarded a job bid from above shall, from the date of such successful bid, thereafter be restricted from bidding again for six (6) months, provided, however, they have not been bumped to a lower labor grade due to job elimination or reduction in force. If such demotion has occurred, such employee shall be eligible to bid as often as possible until such previously held higher labor grade is reached, at which time the normal time restriction of six (6) months shall again apply.

Section 2. Temporary Transfers: In the event an employee is temporarily transferred to work in a classification for which the



normal rate of pay is higher than the rate of pay received by the employee in his normal classification, he shall receive the higher rate of pay. If this higher rated classification has a wage progression based on time in the job, he shall be paid the higher rated classification at the next higher increment to the rate he normally receives.

In the event an employee is transferred to work temporarily in a classification lower than his normal classification, he shall receive his regular rate of pay. The provisions of this Article should not apply to apprentices or trainees whose work assignments are made for training purposes.

A Temporary Transfer shall not continue beyond thirty (30) working days.

A Temporary Assignment is defined as one not exceeding five (5) working days and may be done at the discretion of the Employer. Assignments which exceed five (5) working days are defined as Temporary Transfers and will be accomplished by following the provisions of Section 4 of Article VIII. It is further agreed that in effecting temporary assignments or transfers, nothing herein shall be applied in such manner that results in circumventing the posting of permanent job vacancies nor will temporary assignments be rotated to avoid effecting a temporary transfer. A temporary transfer is defined as any transfer that removes an employee from his/her seniority bid position.

Section 3. Vacancies Filled by Mutual Agreement:

Notwithstanding any of the provisions of this Article, job vacancies may be filled by transfer of an employee by mutual agreement between the Employer and the Union.

Section 4. Relocated Jobs: Whenever an employee's job is relocated and made an integral part of another department or Division, such employee shall have the option of transferring with such job or of remaining in the department or Division. If said employee remains in the department or Division, such relocated job and subsequent vacancies shall be posted in accordance with Section 1 and such employee may bump in accordance with Section 5.

Section 5. Disqualifications: An employee who is transferred to a "bid" job as provided in Section 1 or an employee who is transferred to a "bump" job as provided in Article X, Section 1 and who is determined not to have the ability to perform such job shall be advised, in the presence of the cognizant steward, of the specific reasons resulting in the disqualification, and disputes arising therefrom shall be subject to the grievance procedure. The disqualified employee shall have the right to return to his previous job without prejudice.

The employer may temporarily assign employees to fill vacancies until the successful bidder is transferred.

Section 6. Shift Preference: Employees shall be granted shift preference by classification within departments where shift work exists based upon bargaining unit seniority. However, employees exercising shift preference which results in movement

from one shift to another, shall be restricted from again exercising seniority to move from one shift to another for a period of six (6) months from the date of the previous move, except the Communications Department which shall determine shifts for a yearly basis on each January 1.

#### ARTICLE X - REDUCTION AND RESTORATION OF WORK FORCE

Section 1. Layoffs: In the event it becomes necessary to reduce the work force in a department covered by this Agreement, the principles of seniority shall prevail. Employees who are to be laid off shall be given a ten (10) day notice in advance of the effective date of the layoff or in lieu thereof shall be granted ten (10) days pay.

Should there be any reduction of the work force, it shall be made according to seniority and job vacancy as defined in Article VIII, Section 4 and Article IX, Section 1, the last employee hired in the classification to be the first to be laid off and so on. In the event of a reduction in force wherein a seniority employee's job is discontinued or a seniority employee is displaced by an employee having greater seniority, the affected employee will bump the lowest seniority employee in the same labor grade and in a classification he would be qualified for other than a steward or union officer provided the affected employee has the minimum qualifications to perform the job. If no such position exists in the same labor grade, the next lowest would be used to labor grade 1, and if all labor grades have been exhausted and employee does

not meet minimum qualifications, he shall be placed on lay-off status with recall rights per Article X, Section 2.

Section 2. Recall: In restoration of forces, employees shall be restored in reverse order of layoff, if available; availability for being restored to service in accordance with seniority will necessitate laid-off employees keeping the Employer and the Union informed of their addresses as notices or calls will only be sent to the last address and/or telephone number supplied and the employees will be so notified by the Employer at the time of their layoff.

A laid-off employee will be advised by the Employer by registered or certified mail addressed to his last address as supplied to the Employer, with a copy to the Union office, and should he fail to acknowledge the same within five (5) days after notice is sent of his intention to return to work or fails to report, unless a good and sufficient reason is given, he will be deemed to have voluntarily quit. Laid-off employees need not accept a part-time or seasonal position to maintain their recall rights.

No new help shall be hired until all employees have been recalled.

Section 3. "Seasonals" shall be defined as those individuals who are brought on to serve a particular function that can only be performed during a specific period of the year. Their tenure is not to exceed one hundred fifty (150) calendar days.

"Interns" are individuals who typically work for college credit or some nominal remuneration. These individuals are employed for a predetermined amount of time, generally, to complete a specific apprentice type of project.

ARTICLE XI  
MANAGEMENT PERFORMANCE OF, OR CONTRACTING OUT,  
WORK HISTORICALLY PERFORMED BY  
BARGAINING UNIT EMPLOYEES

Management shall have the right to perform, or subcontract work of a kind or nature historically performed by bargaining unit employees, so long as the following provisions are complied with:

1. No bargaining unit employees who have one or more years seniority in 1993, two or more years seniority in 1994, or three or more years seniority and who are affected by any decision to have management so perform or contract work out will be offered less than 40 hours per week.
2. No bargaining unit employees who have one or more years seniority in 1993, two or more years seniority in 1994, or three or more years seniority and who are affected by any decision to have management perform, or to contract work out shall suffer a loss in pay or wage rate.
3. No bargaining unit employees who have one or more years seniority in 1993, two or more years seniority in 1994,

or three or more years seniority and who are affected by any decision to have management so perform or contract work out shall be laid off.

4. Work performed by employees in positions designated as "Confidential," "Supervisory," or "Professional" by the Common Council in the year 1992 or thereafter pursuant to the provisions of Ordinance G-16-92 (see Addendum "A"), shall not be considered work of a kind or nature historically performed by bargaining unit employees.

## ARTICLE XII - HOURS OF WORK

Section 1. The week shall consist of one hundred sixty- eight (168) hours, made up of seven (7) consecutive twenty-four (24) hour periods. A "work" week shall begin at 12:01 a.m. Sunday and shall conclude at 12:00 midnight the following Saturday.

Section 2. The choice of work week available from those established by management shall be determined based on the SENIORITY of the employee. The core hours of the City shall be from 8:00 A.M. - 5:00 P.M., Monday through Friday. Work weeks designed to cover the core hours of the City may not begin prior to 6:30 A.M. nor end later than 6:00 P.M. Due to the nature of work in a department, management may assign second or third shifts, or weekend work. If work weeks involving second or third shifts, or weekend work, are established by management, it is agreed that the number of employees assigned to such work week schedule shall be the minimum necessary, in the opinion of management, to perform the



work expected to be performed during second or third shifts or on weekends.

Once established, work week schedules may not be changed for the year established unless agreed to by the Employer and the Union. Employers shall have thirty (30) days after the execution of this Agreement to set work week schedules for 1993. For 1994 and thereafter, work schedules must be set by December 1 of the prior year. Once the choice of work week has been determined for an employee in a particular position, it shall remain in effect until the next reevaluation, unless a hardship occurs for the employee or for management. Should it be determined that a hardship exists, it shall be resolved by mutual agreement. No employee, unless in Communications and Teleservice, shall be required to work any schedule other than the 5/2 - eight (8) hours per day without his/her consent. However, consent once given cannot be withdrawn during the calendar year.

Section 3. Employees who must travel from the job site in order to purchase lunch shall be allotted fifteen additional minutes for such purposes which will be considered work time.

Section 4. Employees required to work in excess of two hours beyond their regular scheduled shift shall be allowed thirty (30) minutes off to eat on or off the premises without loss of pay. The policy expressed herein shall also apply to employees assigned unscheduled overtime which interferes with normal meal periods.

Section 5. A paid rest period of fifteen (15) minutes each shall be granted in the first and second halves of the shift. Rest

periods shall be free time for employees. The employees shall be on the job site ready to work at the expiration of the relief period.

#### ARTICLE XIII - REPORT-IN TIME

Any employee reporting for work on a regular workday at his regular starting time or at a later time designated by the Management shall, unless previously notified not to report, be given at least four (4) hours work in any department in which work of his classification is available, or four (4) hours pay at straight time rates if no work is available, unless failure to provide work is caused by an Act of God or other circumstances beyond the Employer's control.

#### ARTICLE XIV - CALL-OUT TIME

(a) A call-out occurs when an employee ends his/her work shift, goes home or goes to a non-work-related location, and receives a call to report to a work site.

(b) Additional calls received while the employee is on a call-out do not constitute new call-outs.

(c) An employee who, after the end of his/her normal work shift, is called and requested to report back to a work site shall be paid for all hours worked with a minimum of four (4) hours.

(d) If mutually agreeable to the department head and employee, on a case-by-case basis, compensatory time may be used to compensate in lieu of pay for call-outs.

## ARTICLE XV - VACATIONS

Section 1. An employee shall receive two (2) weeks' vacation each year to be earned from anniversary date to anniversary date, but in no case will receive more than two weeks of vacation for the first calendar year.

Section 2. In addition to the foregoing, each employee who shall have been in the employ of the employer at least six (6) years shall receive each contract year a third week of vacation with pay; and each employee who shall have been in the employ of the employer at least fifteen (15) years shall receive each contract year a fourth week of vacation with pay; and each employee who shall have been in the employ of the employer at least twenty (20) years shall receive each contract year a fifth week of vacation.

Section 3. (A) Vacation pay shall be the normal weekly straight-time pay including shift differential for each week of vacation. Procedures for selection of vacation time will be arranged by and between the Union Committee and the Employer. When two (2) or more employees are requesting the same available vacation period, preference will be given on the basis of seniority. (B) All bargaining unit members who are eligible for any weeks of vacation may take one (1) of such weeks of vacation on a daily basis provided at least one (1) day's notification has been given to the employee's respective supervisor unless the absence is due to illness, personal business, or an emergency, in which case notification will be given by the employee at the first opportunity

after the illness, personal business or emergency arises. All other vacations will be scheduled and taken in weekly increments and once scheduled and approved, will not be changed or interrupted, unless a department or employee emergency arises.

Section 4. An employee who is laid off or whose employment with the Employer is terminated for any cause shall receive with his final check, vacation pay due for the contract year in which he is laid off or terminated on a pro-rated basis. In the event of the death of an employee who has earned but not used his vacation for the contract year in which death occurred, his beneficiary or estate shall receive an amount equivalent to his earned vacation plus pro-rated vacation for the year in which the death occurs. Pro-rated vacation shall be based upon 1/12 of the annual vacation allowance for each month worked beyond the anniversary date. An employee retiring under the retirement plan will be entitled to all vacation for which his service would qualify him during the calendar year in which he retired.

## ARTICLE XVI - PAID HOLIDAYS

Section 1. Recognized Holidays: The following days are recognized as holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veterans Day
Presidents Day (1993 Only)	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Eve
	Christmas Day

For 1994 and 1995, President's Day shall not be recognized as a holiday.

Section 2. Holidays During Vacation: If a holiday falls within an employee's vacation period, such holiday shall not be considered as part of the vacation period, and the employee shall be granted an additional day with pay before or after the scheduled vacation.

Section 3. Holidays on Weekends: Any holiday which falls on a Sunday shall be celebrated on the following Monday, except for employees who work in continuously operating departments. Any holiday which falls on a Saturday shall be celebrated on the preceding Friday, except for employees who work in continuously operating departments. If the preceding Friday or the following Monday are also holidays, the weekend holiday shall be celebrated either on the preceding Thursday (if the holiday is on Saturday) or on the following Tuesday (if the holiday is on Sunday). The intent of this Section is to allow employees to receive five days pay for

four days work. Therefore, employees that have work weeks of other than Monday through Friday, and would be required to work such Saturday or Sunday, the Saturday or Sunday would be their holiday for purposes of computing payment of holidays worked as provided in Section 5 of this Article.

Section 4. Eligibility: Employees shall be paid for the holidays listed in Section 1 of this Article for eight (8) hours at their straight time hourly rate, plus night shift premium, if any, provided the employee is in a pay status some portion of the week in which the holiday occurs.

Section 5. Payment of Holidays Worked: All hours worked on any of the above-named holidays shall be paid for at straight time based on the employee's regular rate plus the holiday pay, as provided in G-22-92, a copy of which is attached as Addendum "B."

Section 6. If a holiday falls on a 4/2 employee's day off, he/she shall receive no compensation notwithstanding any other provision of this Agreement.

#### **ARTICLE XVII - LEAVE OF ABSENCE**

Section 1. For good and sufficient reason, a leave of absence for personal reasons not to exceed thirty (30) days shall be granted by the Employer or not to exceed one (1) year on account of illness. Personal leaves taken shall be without pay. Sick leaves will be paid in accordance with sick leave accrued. If the sick employee is not able to return at or before the expiration of this period, his case shall be subject to review by the Employer



and the Union and if the facts justify, an extension up to six (6) months may be granted by mutual agreement, which in exceptional circumstances may be further extended by mutual agreement. In the case of sick leave, the Employer has the right to refuse application to return to work until the applicant has been examined and approved by the Employer's doctor. In case of disagreement over physical condition, the matter may be handled under Article VII, Grievance and Arbitration procedure.

All applications for leave of absence shall be in writing and submitted to the Personnel Department, and except in emergency shall be made prior to beginning of absence.

Seniority will accumulate during leaves unless otherwise stated in the leave of absence.

An employee who takes other employment while on leave will be considered as having resigned, unless the leave of absence specifically permits the taking of other employment. Employees required to be absent from work on a day-to-day basis to conduct official Union business shall be excused (without pay) and no absence will be charged provided prior written request is received from the Union. In emergency circumstances when prior written notice cannot be given, the Union will give prior oral notice followed by written notice as soon as possible.

The Employer will grant, upon prior request of the Union, extended leaves of absence without pay for official Union business to one (1) employee or more than one, if it would not hamper the Employer's operations. Such leaves of absence shall not exceed one

(1) year and will be renewed for additional periods upon written request of the Union. Seniority and retirement benefits shall accumulate during such leaves of absence.

Section 2. Military Leave: All employees who are Indiana National Guard or Reserve personnel shall be entitled to a leave of absence from their respective duties pursuant to proper orders issued by the appropriate military authority with no loss of vacation or other leave time while performing military service.

Section 3. Military Pay: All employees who are Indiana National Guard or Reserve personnel shall also be entitled to leave from their duties without loss of pay for a period not to exceed fifteen days or one hundred twenty hours in a calendar year.

Section 4. Jury Duty: An employee, required to serve on a jury, or who is subpoenaed to appear as a witness in a court of law, will be paid the difference between his regular straight time pay and that paid as a juror for each of his scheduled days of work on which he is required to serve on the jury or appear as a witness as the case may be. Employees on the first or second shifts will not be required to report for work on the day they are required to serve as a juror or appear as a witness. However, if the employee is dismissed, in either capacity, by 12:00 noon, the employee shall report to work. Third shift employees will not be required to report for work on any night prior to reporting for jury duty, or appearing as a witness the following day where the work week starts on a Sunday night and on any night following where the work week starts on a Monday morning. It shall be the responsibility of each

such employee to present to his supervisor a copy of the court summons or subpoena and a weekly certificate from the Clerk of Court showing the days served as a juror or a witness and the amount paid for jury service.

**NOTE:** Employees required to appear as a witness in a court of law shall not receive payment under this section if such appearance is related to their employment with another employer.

Section 5. Death in Family: In case of the death of a member of the immediate family of an employee, the employee shall be granted a maximum of four (4) consecutive work days off with straight time pay to attend the funeral and to attend to administrative details. Members of the immediate family shall be the spouse, children, step-children, parents, step-parents, father-in-law, mother-in-law, brothers, sisters, half brothers, half sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, grandparents, grandparents of spouse, grandchildren, whether of natural relationship or legally adopted or under legal guardianship of the employee.

In case of the death of an employee's aunt or uncle, the employee shall be granted one day funeral leave.

#### **ARTICLE XVIII - SICK LEAVE**

Section 1. Employees shall accrue paid sick leave at the rate of two and thirty-one hundredths (2.31) hours per week for each week of employment during which the employee is in a PAY STATUS for any portion of the week. Such sick leave accrual to

begin on the first day of employment, providing however that probationary employees shall not be entitled to sick leave usage until satisfactory completion of ninety (90) calendar days. Sick leave shall be cumulative and carried over from year to year with no maximum limit of accumulation. Employees retiring because of physical disability shall be entitled to exhaust sick leave accumulated prior to effecting disability retirement.

Section 2. Sick leave may be utilized by employees for medical appointments providing such appointments are made in advance, the Employer is notified of the anticipated absence, and attendance by recognized medical physician is verified.

Section 3. Employees reporting for work, and who subsequently become ill, shall be compensated for the remainder of the shift, provided the employee is either sent home by the Employer, or the employee obtains a medical certificate indicating attendance by a recognized medical physician on the day of the absence.

Section 4. Employees injured while in a duty status shall receive the Workmen's Compensation Benefits provided by State law.

Section 5. If a regular employee is injured by accident arising out of and in the course of his/her employment, he/she shall be paid for the remainder of any shift, including any applicable shift differential or other premium payment, during which the injury occurred as if he/she had worked the entire scheduled shift.

If a regular employee is temporarily disabled as the result of such an injury and the injury did not result in casting, suturing or overnight hospitalization, he/she shall be entitled to the benefits provided by I.C. 22-3-3-7. An employee may use sick leave during such temporary disability. However, if the employee uses sick leave during the first seven (7) calendar days of any such disability, he/she shall refund to the Employer any daily or weekly benefits paid to the employee under State worker's compensation laws for those first seven (7) days if the disability continues for longer than twenty-one (21) days and have 2/3 of the sick leave hours used restored to him/her. Furthermore, if the employee uses sick leave following, and including, the eighth (8th) day of such disability, he/she shall refund to the Employer any daily or weekly benefits paid to the employee under State worker's compensation laws and have 2/3 of the sick leave hours used restored to him/her.

If a regular employee is injured by an accident arising out of and in the course of his/her employment and the employee has exhausted all of his/her sick leave, the employee shall be entitled to no additional compensation from the Employer except those benefits provided under the State worker's compensation laws unless the injury resulted in casting, suturing or overnight hospitalization.

If the injury resulted in casting, suturing or overnight hospitalization, the employee shall be paid, in addition to those benefits provided under the State worker's compensation laws, the

difference between the employee's normal straight time hourly or weekly wage rate and any such worker's compensation benefits. However, such payments shall not exceed four hundred eighty (480) hours.

Any benefits paid the employee under a personally financed insurance policy and any third-party benefits paid for an injury not connected with the employee's job shall be exempt from the foregoing provision.

Section 6. Employees claiming absences charged to sick leave shall have the responsibility to furnish reasonable explanation of any paid absence to the Employer. In addition thereto, where there is evidence of a pattern of sick leave abuse, the Employer shall have the right to require a medical certificate for any absence claimed as sick leave until such time as the pattern of abuse no longer exists. The questionable absence shall not be paid until medical certificate has been received by the employer. Provided such employee has received prior notification of such requirement in the presence of the steward or in writing.

Section 7. Upon retirement or upon resignation after ten (10) years of service, an employee shall receive credit for all accumulated sick time and shall be paid for said time at the following rates:

- a.) \$1.00 for each hour up to 520 hours.



b.) 25% of the employee's normal straight time hourly rate for each accumulated hour over 520.

In lieu of "b" above, an employee may use such accumulated sick leave over 520 hours to purchase group health insurance the Employer is required to make available to retired or resigning employees under either I.C. 5-10-8-2.6 or COBRA, with credit given at 50% of the employee's normal straight time hourly rate for each accumulated hour over 520.

#### ARTICLE XIX - INSURANCE

Section 1. The employer agrees that the basic \$250 deductible group insurance benefits (Policy No. 657124 - Aetna), as well as the long-term disability program (Policy No. 648589 - Lincoln Life), currently available to all bargaining unit employees, shall remain in full force and effect for the life of this Agreement at the following cost per month:

<u>CATEGORY:</u>	<u>1993</u>	<u>1994</u>	<u>1995*</u>
Employee Only	\$25.00	\$25.00	\$31.25
Employee + One	\$40.00	\$40.00	\$50.00
Family	\$62.00	\$62.00	\$77.50

(\*If any other bargaining unit negotiates, or if non-union employees receive, lower co-payment rates for 1995, the 1995 rates set forth in this Agreement shall be modified to reflect any such lower rate(s).)

Each employee who, after six years of service, retires from the City, shall receive a life insurance policy in the amount of five thousand dollars (\$5,000) at no cost to the employee for the rest of his life, and shall also be eligible to participate in the current retirees' group health plan at the rate determined by the carrier.

#### ARTICLE XX - PENSIONS

All bargaining unit employees shall be covered by the Public Employees Retirement Fund and will be credited for all prior service with the Employer, whether previously covered by PERF, other plans, or no plan. Employees with broken service will be credited for past service on a cumulative basis provided no withdrawal of contributions has been made. Where withdrawals have been made, the Administrator of the PERF Plan shall determine whether periods of service for which a withdrawal was made will be credited, and the conditions which must be met in order to receive such credit.

In cases where previous service was credited under plans other than PERF, and withdrawals were made from those plans, broken service for which a withdrawal was made will not be credited unless affected employees repay the amount withdrawn.

#### ARTICLE XXI - SAFETY, HEALTH AND SANITATION

Section 1. A joint Safety and Health Committee will be established for the purpose of making constructive recommendations

to the Employer, the Committee will consist of not more than five (5) members, two (2) appointed by the Employer and three (3) employees appointed by the Union. A meeting shall be held once each month and the time spent in attendance by these members shall be compensated at the applicable rate of pay, and minutes shall be recorded by the Employer and copies furnished to the members of the Committee. The Employer will respond to constructive safety proposals made by the Committee and will investigate and take action to correct.

Section 2. Should a walk-around safety inspection of the Employer's premises be conducted pursuant to the provisions of the IOSHA, one (1) member of the Safety Committee designated by the Union, shall have the right to accompany the inspection team during regular duty hours without loss of pay.

Section 3. Uniform allowance for the Animal Control Officers and Park Security Officers, will be \$500.00/year. Such payment will be made upon presentation of proof of purchase. Normal safety equipment, such as hard hats, aprons, and other protective clothing will be furnished by the Employer. Where needed, safety glasses, as approved by the Safety Investigator, will be provided; however, some glasses require prescription lens. In these cases, these glasses will be provided, but the cost of the prescription will be borne equally by the employee and the Employer. Where safety shoes are required, the Employer shall reimburse the employee for one-half (1/2) the cost of the shoes when the employee provides the

receipt for his purchase. No more than two (2) pair a year will be reimbursed.

Section 4. The Employer shall maintain adequate first aid at all times. In addition thereto, the Employer shall insure the immediate availability of ambulance service in the event of an injury or sickness on the job which requires transportation to a hospital.

Section 5. The Employer shall furnish and maintain clean and adequate washroom facilities for employees. It is recognized and agreed that it is the responsibility of each employee to utilize these facilities in a responsible manner.

Section 6. No employee in the bargaining unit shall be required to perform any work which is unsafe or subjects the employee to environmental conditions which are likely to be injurious to his health.

Section 7. The Employer shall provide an area as a designated break area for employees.

#### ARTICLE XXII - DISCRIMINATION

Section 1. The Employer will not interfere with, restrain or coerce the employees covered by this agreement because of membership in or activity on behalf of the Union. The Employer will not discriminate in respect to hire, tenure of employment or any term or condition of employment against any employees covered by this Agreement because of membership in, or activity on behalf of, the Union, nor will it discourage or attempt to discourage

membership in the Union or attempt to encourage membership in the Union or attempt to encourage membership in another Union.

Section 2. The Employer and the Union agree that it will not discriminate against any applicant for employment, or any present employee, in the payment of wages, assignment to jobs, seniority, promotion, demotions, training, transfer, layoff, recall, discipline, discharge, pension benefits, working hours, physical facilities, retirement age, insurance coverage, job classification, classified advertising, recruitment, testing, or any other term, condition or privilege of employment, because of race, color, religion, sex, national origin or occupationally irrelevant physical handicaps.

Section 3. The Employer further agrees that any violation of Title VII of the 1964 Civil Rights Act, as amended by the Civil Rights Act of 1991, as well as the Equal Pay Act of 1963, executive order 11246 as amended by 11375, the Age Discrimination in Employment Act of 1979 and the Americans with Disabilities Act will be deemed a violation of this Agreement and subject to the grievance provisions embodied in this Agreement. However, if there is a conflict between any of the provisions of this Agreement and the requirements of the ADA, the requirements of the ADA shall prevail.

#### ARTICLE XXIII - BULLETIN BOARD

Section 1. The Employer agrees to furnish a bulletin board located in each department where employees normally work for the

sole use of the Union for posting of matters relating to Union meetings and other Union matters.

#### ARTICLE XXIV - GENERAL PROVISIONS

Section 1. The Employer, in exercising its right to impose discipline, shall be consistent in the application of such and the procedure of applying discipline in a progressive manner shall be adhered to. In addition thereto, it is agreed that any penalty imposed shall, within reason, be consistent with the offense committed. The Employer shall initiate disciplinary action against a unit employee within ten (10) work days after knowledge of the action out of which the discipline arose by the Director of Labor Relations or his designee, or in failing to do so shall forfeit any right to take disciplinary action for such offense, except this may extend to twenty (20) working days if the Employer notified the Union during the ten (10) work day period.

Section 2. Establishment of new policies or changes of existing policies will be for just and sufficient cause and reasonable in application. Prior to the effective date of any such new or changed policy that is to be applied bargaining unit wide, the Union will be notified.

Section 3. Whenever the male gender is used in this Agreement, it shall include the female gender where applicable.

Section 4. At such time as metric measurement devices become necessary for employees in the performance of their jobs, the Employer will make such tools available in the stockroom to be checked out as the needs arise.

Section 5. Employees of this bargaining unit shall be supervised by and responsible to a designated supervisor in matters pertaining to job assignments, temporary or permanent transfer, work assistance, work performance, attendance and discipline. In the absence of the employee's immediate supervisor, a supervisor will be designated in writing to fill in during his absence. This section shall not be construed to require supervision on the working premises at all times.

Section 6. Employees covered by this Agreement shall be furnished and paid for full time employment in accordance with the working schedules of the various classifications, provided they report for work in accordance with said schedules. In this connection, employees whose regular scheduled work cannot be performed because of inclement weather, will be assigned to perform such work as the Employer can provide without regard to the classification within which such work normally would be scheduled and the Employer will not suffer any grievance or additional liability for such action. For purposes of this section, inclement weather is defined as environmental conditions which subject the employee to unreasonable discomfort.

Section 7. Employees shall be assigned to report for work at one specific location. Subsequent to reporting, the Employer

will be responsible for providing transportation from the reporting site to the job site.

Section 8. Employees, required to use their private vehicle to travel from one job to another, and/or to use their private vehicle for travel outside the City of Fort Wayne on business of the Employer, shall be reimbursed for each mile at the maximum amount allowed by City Council Ordinance.

Section 9. Employees, on travel assignments which necessitate overnight lodging, shall be reimbursed in the amount of the actual cost of hotel/motel accommodations, meals and incidental expenses. Employees will be required to itemize expenses and are expected to be prudent in the amounts expended while on travel assignments.

Section 10. Employee's Address/Telephone Number: An employee shall, at all times, keep his Supervisor advised in writing of the employee's current phone number and current mailing address. Failure of an employee to comply with the provisions of this section shall relieve the Employer of any obligation to give any notice to the employee required by this Agreement.

Section 11. Federal and State Laws: Should any of the terms of this Agreement become void or illegal because of applicable State or Federal law, or because of the action of any State or Federal Agency having cognizance in such matters, then only that portion of the Agreement specifically affected by such law or action shall become void, and all the balance of the Agreement shall remain in full force and effect in accordance with the terms



of the Agreement and for the duration of this Agreement, and in such contingency, the parties shall meet promptly and negotiate substitute provisions for those parts or provisions rendered or declared illegal.

Section 12. The agreement shall be printed in booklet form at the expense of the Employer and the Union and distributed by the Employer to each employee on the payroll as of the signing of the Agreement, as well as to each person who is hired or rehired. In addition, the Employer shall furnish a reasonable number of printed Agreements to the Union. As part of their orientation, new employees hired in a position included in the unit will be advised of the contractual relationship between the Employer and the Union, and will be introduced to the Steward of the area in which they are initially assigned.

Section 13. Employees covered by this Agreement shall have the free and unimpeded right to join, participate, and support any legal political party of their individual choice, or to refuse to join, participate, and support any political party. In addition thereto, no employee shall be required to financially support any political party or individual. However, no employee shall be denied the right to make such a contribution on a personal, voluntary basis.

#### ARTICLE XXV - PERSONAL TIME

Section 1. Separate and independent of vacation and sick leave allowances, employees shall receive five (5) days personal

time in 1993 and six (6) days personal time each calendar year thereafter, commencing with the completion of one (1) year's service. Upon completion of five (5) years' service, employees shall receive six (6) days personal time in 1993 and seven (7) days personal time each calendar year thereafter. Such time may be utilized by employees for urgent or unforeseen matters requiring their immediate attention. Except for good and sufficient cause, the employee will advise the Employer twenty-four (24) hours in advance of the absences. Pay for absences claimed as personal time shall be at the employee's straight time hourly rate, or in the case of salaried employees on a pro-rata basis, including applicable shift differential where applicable. Personal time may be taken in four (4) hour increments.

#### **ARTICLE XXVI - OVERTIME AND COMPENSATORY TIME OFF**

Except as otherwise provided herein:

Section 1. Purpose of Article. This Article is intended to provide the basis of computing overtime and shall not be considered as a guarantee of overtime hours worked per day or per week.

Section 2. Premium Pay. (1) Employees shall receive compensatory time for overtime worked as provided in G-22-92, a copy of which is attached as Addendum "B." (2) However, if mutually agreeable to the department head and employee, on a case-by-case basis, an employee may be paid monetary compensation for overtime worked. (3) If the department head and employee are not able to reach agreement concerning the form of compensation to be

given for overtime worked, the provision in Section 2 (1) above shall prevail.

- A. Compensatory time to be accrued at one and one-half (1-1/2) times the hours actually worked in excess of forty (40) in any seven (7) day work cycle. Paid leave, other than the use of earned compensatory time and holidays, shall not be counted toward the forty (40) hour base

Section 3. The Employer agrees to maintain records of all overtime work by shift and classification, and to the maximum extent possible distribute overtime equally among employees within a classification. It being agreed and understood that shift assignments may dictate temporary imbalances within a classification, but will not alleviate the responsibility of the parties to make continuing effort to equalize the opportunity for all employees within a classification to work overtime regardless of shift. In this connection, all overtime assignments shall be offered first to the employee, on the shift affected, with the least amount of overtime recorded. Because of the nature of the work, mandatory overtime shall be agreed to for the Animal Control and Communications Departments. Persons on vacation, personal time, or compensatory time shall not be forced to work overtime.

Section 4. Employees who are properly notified and decline to work overtime offered, shall be charged the number of overtime hours declined for distribution purposes.

Employees on sick leave, or vacation, for periods in excess of three (3) weeks shall be charged the average number of hours

worked by all employees within the classification within a shift during the entire absence. It is agreed and understood that an employee shall have the right to decline any overtime assignment which creates an inconvenience for the employee.

Section 5. Employees transferred (permanently) from one classification to another, shall initially be charged with the average number of overtime hours recorded by all employees within the classification within the shift. Employees temporarily transferred to a different classification and/or probationary employees shall only be offered overtime after all employees within the classification within a shift have been afforded the opportunity to work, and only then if qualified to perform the available work.

Section 6. The employer shall maintain records of all overtime worked, or declined, and shall make such records available to the Union upon request.

Section 7. Exceptions to the overtime distribution rules may be made by the Employer as follows:

- A. Assignment of employees to continue a job which commences during a normal shift, where continuity on the job is essential.
- B. The employees within a classification are the only employees qualified to perform the work. However, where this exception creates continuing imbalances, additional employees will be trained.

Section 8. Employees will be notified of scheduled Saturday or Sunday overtime prior to the end of the Thursday shift (third shift will be notified prior to the end of their shift (7:00 a.m.) on Thursday.) Notification of daily overtime will be made prior to the end of the shift on the day preceding the day on which the overtime is to be worked.

Section 9. Employees within Animal Control and Communications Departments shall accumulate up to 40 hours of compensatory time and shall receive pay for any overtime in excess of 40 hours. No employee may have unused accumulated compensatory time of over one hundred twenty (120) hours. Employees other than Animal Control and Communications shall receive pay for any overtime hours in excess of 120, unless the employee and department head mutually agree to accrue earned compensatory time in excess of the 120-hour cap. A minimum of two (2) days per month shall be granted to an employee who requests use of compensatory time twenty-four (24) hours or more in advance, subject to staffing needs. Said use of time shall be granted on a first come, first served basis.

Section 10. Any employee transferred to another department who has unused compensatory time will carry such compensatory time to their new department. Compensatory time must be scheduled at least one day in advance except for emergencies.

## ARTICLE XXVII - WAGES AND PROGRESSION

Section 1. It is the intent of the parties to apply the principle of equal pay for equal work in all classifications. Job content will be the sole criteria in determining the labor grade in which the classification is placed. The skills, ability and qualifications necessary to perform normal work assignments, should accurately reflect the job descriptions of employees within the bargaining unit. In making this determination, due consideration shall be given to the skills and qualifications necessary to perform the job in relation to other jobs with similar or identical skill requirements.

Section 2. New hires under this Agreement shall be hired at the starting rate of the Labor Grade within which the classification is hereinafter listed. Except as otherwise provided herein, no change shall be made in any classification within the bargaining unit, nor shall any deviation be made in respect to the negotiated rate of pay for any classification unless mutually agreed to by the parties in writing.

Section 3. Employees who bid and are awarded a position with a higher or lower labor grade shall be slotted in the entry step of the higher or lower labor grade. Employees completing nine (9) calendar months of service within that classification shall then move to the maximum level. Employees demoted, resulting in placement in a lower labor grade, shall be placed in the entry level of the lower grade. Employees transferred to an equal labor grade shall retain their rate of pay.

Employees bumping laterally or down shall be placed in the level of the lower labor grade nearest the rate previously held.

Section 4. Any employee, working a schedule where the majority of hours worked in a given working day are between 3:00 p.m. and 7:00 a.m., shall be considered working on a night shift and shall be paid thirty-five (35) cents an hour bonus for the complete time worked in any continuous twenty-four-hour period.

Section 5. In keeping with the City's wage system the incremental salaries appearing in Schedules A, B, C and D of this Agreement will constitute the wage agreement for the life of this contract.

Section 6. In addition to the wages outlined in Schedules A, B, C and D, the City shall also pay, as a benefit to the employee, the employee's share of PERF, beginning January 1, 1993, for the life of this contract.

#### **ARTICLE XXVIII - DURATION AND CHANGE**

Section 1. This Agreement shall become effective 12:01 a.m. January 1, 1993, and shall remain in full force and effect until midnight December 31, 1995, and from year to year thereafter unless either party shall, at least sixty (60) days prior to any anniversary date hereof, notify the other party of a desire to amend or terminate this Agreement. In the event such notice is given, the parties shall meet no later than fifteen (15) days after receipt of such notice, for the purpose of negotiating a new Agreement.

Section 2. No agreement, waiver, alteration, understanding, variation or modification of any terms or conditions contained herein shall be made by any employee or group of employees, with the Employer, and in no case shall it be binding upon the parties hereto, unless such Agreement is made and executed in writing between the parties hereto, and the same has been ratified by the Union.

Section 3. The waiver of, or any breach of conditions of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

In witness whereof, the parties have caused this Agreement to be executed by their respective officers and representatives on this \_\_\_\_\_ day of \_\_\_\_\_, 1993.



IAM & AW Lodge 2569

Schedule A

Effective January 1, 1993, hourly rates shall increase 3.5 percent over 1991 rates and shall be:

<u>Labor Grade</u>	<u>Entry Level</u>	<u>Maximum</u>
1	5.52	5.81
2	6.21	6.54
3	6.89	7.26
4	7.60	7.99
5	8.28	8.73
6	8.95	9.43
7	9.66	10.16
8	10.34	10.88
9	11.03	11.61
10	11.72	12.34
11	12.40	13.05
12	13.10	13.80
13	13.86	14.50
14	14.57	15.24
15	15.29	15.96

IAM & AW Lodge 2569

Schedule B

Effective January 1, 1994, hourly rates shall increase 3.5 percent over 1993 rates and shall be:

<u>Labor Grade</u>	<u>Entry Level</u>	<u>Maximum</u>
1	5.71	6.01
2	6.43	6.77
3	7.13	7.51
4	7.87	8.27
5	8.57	9.04
6	9.26	9.76
7	10.00	10.52
8	10.70	11.26
9	11.42	12.02
10	12.13	12.77
11	12.83	13.51
12	13.56	14.28
13	14.35	15.01
14	15.08	15.77
15	15.83	16.52

# IAM & AW Lodge 2569

## Schedule C

Effective January 1, 1995, hourly rates shall increase 3.25 percent over 1994 rates and shall be:

<u>Labor Grade</u>	<u>Entry Level</u>	<u>Maximum</u>
1	5.90	6.21
2	6.64	6.99
3	7.36	7.75
4	8.13	8.54
5	8.85	9.33
6	9.56	10.08
7	10.33	10.86
8	11.05	11.63
9	11.79	12.41
10	12.52	13.19
11	13.25	13.95
12	14.00	14.74
13	14.82	15.50
14	15.57	16.28
15	16.34	17.06

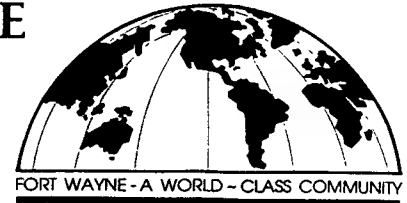
IAM & AW LODGE 2569

SCHEDULE D (4/2 Employees - 1953 hrs/yr)

	<u>1993</u>		<u>1994</u>		<u>1995</u>	
	<u>ANNUAL</u>	<u>HOURLY</u>	<u>ANNUAL</u>	<u>HOURLY</u>	<u>ANNUAL</u>	<u>HOURLY</u>
	<u>RATE</u>	<u>RATE</u>	<u>RATE</u>	<u>RATE</u>	<u>RATE</u>	<u>RATE</u>
LG11 - Dispatcher	\$27,251.22	13.9535	28,205.01	14.4419	29,121.67	14.9113
LG 8 - Tele-Communicator	22,712.95	11.6298	23,507.90	12.0368	24,271.91	12.4280
LG 6 - Tele-Service Clerk	19,687.44	10.08	20,376.50	10.4334	21,038.74	10.7725



# THE CITY OF FORT WAYNE




Paul Helmke  
Mayor

## MEMORANDUM

### LAW DEPARTMENT

TO: MEMBERS OF COMMON COUNCIL

FROM: J. TIMOTHY MCCAULAY, CORPORATION COUNSEL 

DATE: March 16, 1993

SUBJECT: IAM CONTRACT - 1993-1995

**BACKGROUND:** The IAM represents a bargaining unit composed of approximately 263 service, maintenance, technical, office and clerical employees in the Civil City and City Utilities. The annual payroll for this unit is \$6,440,373.36. The 263 employees shown on a recent payroll run earn hourly pay in the following distribution:

<u>1992 Pay Rate</u>	<u>No. of Employees</u>
Below \$ 9.00/hr	20
Between \$ 9.00 and \$10.00/hr	52
Between \$10.00 and \$11.00/hr	31
Between \$11.00 and \$12.00/hr	61
Between \$12.00 and \$13.00/hr	46
Over \$13.00/hr	53

In 1992, the IAM worked without a contract and with no wage increase. In 1992, members of the bargaining unit paid \$7.50/month in insurance co-payments for the City's basic \$250 deductible health plan.

**THE NEW AGREEMENT:** The new agreement effective January 1, 1993, is for three years.

#### A. COMPENSATION

1. General wage increase of 3.5% for 1993. In addition, employee PERF payment to be paid by the City.  
(Cost: \$418,624.26)
2. General wage increase of 3.5% for 1994.

An Equal Opportunity Employer  
One Main Street, Fort Wayne, Indiana 46802

(Cost: \$240,064.91)

3. General wage increase of 3.25% for 1995  
(Cost: \$230,719.52)

4. Because the union members lost the benefit of 3.5% raise in 1992, a \$450 payment will be made to all employees who worked all of 1992 and are employed as of July 1, 1993, provided City Council appropriates the money as the money budgeted in 1992 reverted to the unappropriated balance as of December 31, 1992.  
(Maximum Cost: \$118,350) (Net savings from no salary increase in 1992 = [\$225,413.06 - \$118,350 = \$107,063.06])

- B. **INSURANCE COPAYMENT:** The insurance copayment for 1993, 1994 and 1995 for the City's basic \$250 deductible would be:

<u>CATEGORY</u>	<u>1993 &amp; 1994 MONTHLY COPAYMENT</u>	<u>1995 MONTHLY COPAYMENT</u>
Employee	\$25.00	\$31.25
Employee + One Dependent	\$40.00	\$50.00
Family	\$62.00	\$77.50

C. **NEW PROVISIONS:**

1. Arbitration Panel: Captive arbitration panel deleted.
2. Contracting Out: Allows for contracting out, provides for layoff in connection with contracting out (limitation based on seniority, and does not require recall of union members previously on layoff.
3. Workers' Compensation: Reduces benefits to State benefits except in limited circumstances.

EXHIBIT "A"IAM INSURANCE INCREASE 1993

<u>CATEGORY</u>	<u>ANNUAL INCREASE</u>	<u>NO. OF EMPLOYEES</u>	<u>TOTAL</u>
AETNA, \$250 (EE ONLY)	\$210.00	43	\$ 9,030.00
AETNA, \$250 (EE + 1)	\$414.00	45	\$18,630.00
AETNA, \$250 (FAMILY)	\$654.00	73	\$47,742.00
AETNA, OPEN CHOICE (EE ONLY)	-0-	31	-0-
AETNA, OPEN CHOICE (EE + 1)	\$120.00	20	\$ 2,400.00
AETNA, OPEN CHOICE (FAMILY)	\$240.00	41	\$ 9,840.00
HMO, HEALTH PLUS (EE ONLY)	\$ 36.24	22	\$ 797.28
HMO, HEALTH PLUS (EE + 1)	\$319.05	-0-	-0-
HMO, HEALTH PLUS (FAMILY)	\$612.96	1	\$ 612.96
HMO, HEALTH SOURCE (EE ONLY)	\$166.56	5	\$ 832.80
HMO, HEALTH SOURCE (EE + 1)	\$620.40	-0-	-0-
HMO, HEALTH SOURCE (FAMILY)	\$1030.08	1	\$ 1,030.08
		<b>TOTAL:</b>	<b>\$90,915.12</b>

**DIGEST SHEET**

TITLE OF ORDINANCE SPECIAL ORDINANCE

DEPARTMENT REQUESTING ORDINANCE PERSONNEL

SYNOPSIS OF ORDINANCE RATIFIES AGREEMENT WITH IAM FOR 1993 - 1995.

S-93-03-04

EFFECT OF PASSAGE AGREEMENT APPROVED.

EFFECT OF NON-PASSAGE AGREEMENT NOT APPROVED.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \_\_\_\_\_

ASSIGNED TO COMMITTEE (PRESIDENT) \_\_\_\_\_



BILL NO. S-93-03-04

REPORT OF THE COMMITTEE ON  
FINANCE

ARCHIE L. LUNSEY & DONALD J. SCHMIDT - CO-CHAIRPERSONS  
HENRY, EDMONDS, LONG

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) of the Common Council  
fixing, establishing and ratifying comeensation for certain  
City employees of the City of Fort Wayne, Indiana, represented  
by the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE  
WORKERS LOCAL LODGE #2569

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION  
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID  
(ORDINANCE) ~~XX(RESOLUTION)~~

DO PASS

DO NOT PASS

ABSTAIN

NO REC

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OSL  
*Archie Lunsey*  
*Donald J. Schmidt*  
*Henry Edmonds*  
*C.R. Edmonds*

DATED:

2-23-93.

Sandra E. Kennedy  
City Clerk